

10/17

1 VICKI J. AZNARAN
2 RICHARD N. AZNARAN
3 IN PRO PER
4 5521 Greenville Avenue
5 Dallas, Texas 75206
6 (214) 823-4037

FILED

7 By BARRY VAN SICKLE
8 Attorney of Record and Specially Appearing
9 for the Purpose of Answering the Counterclaim
10 1600 Wilshire Boulevard, Suite 300
11 Los Angeles, California 90017
12 (213) 413-3600

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15	VICKI J. AZNARAN and RICHARD N.)	Case No. CV-88-1786-JMI(Ex)
16	AZNARAN,)	
17)	ANSWER TO COUNTERCLAIM
18	Plaintiffs,)	OF CHURCH OF SPIRITUAL
19)	TECHNOLOGY
20	vs.)	
21)	
22	CHURCH OF SCIENTOLOGY OF)	
23	CALIFORNIA, INC., et. al.,)	
24)	
25	Defendants.)	
26)	
27	RELIGIOUS TECHNOLOGY CENTER,)	
28)	
29	Counterclaimants,)	
30)	
31	vs.)	
32)	
33	VICKI J. AZNARAN and)	
34	RICHARD N. AZNARAN,)	
35)	
36	Counterdefendants)	
37)	
38)	

39 Plaintiffs and Counterdefendants RICHARD N. AZNARAN and
40 VICKI J. AZNARAN (hereinafter "The AZNARANS"), answer Church of
41 Spiritual Technology's Counterclaim in this action as follows:
42

1 1. The AZNARANS are informed and believe and on that
2 basis admit that Counterclaimant Church of Spiritual Technology
3 ("CST") is a corporation organized under the laws of the State of
4 California with its principal office in the County of Los Angeles.
5 The AZNARANS deny the remainder of the averments in paragraph 1.

6 2. The AZNARANS admit the truth of the averments in
7 paragraph 2.

8 3. The AZNARANS deny that the amount in controversy
9 with respect to the purported counterclaim exceeds \$10,000.00.

10 4. The AZNARANS deny each and every averment of
11 paragraph 4..

12 5. The AZNARANS admit the averments of paragraph 5
13 insofar as Vicki Aznaran served as President of RTC during the
14 period between in or about 1983 until in or about April, 1987.
15 The AZNARANS admit that, as President of RTC, Vicki Aznaran
16 participated in the management of RTC's corporate and legal
17 affairs. The AZNARANS deny the remainder of the averments in
18 paragraph 5.

19 6. The AZNARANS admit that Richard Aznaran was affili-
20 ated with the Scientology organization for approximately 15 years.
21 The AZNARANS admit that, during this time, Richard Aznaran held
22 various staff positions with the Scientology organization. The
23 AZNARANS deny the remainder of the averments in paragraph 6.

24 7. The AZNARANS deny each and every averment of
25 paragraph 7.

26 8. The AZNARANS admit that on or about April 9, 1987,
27 Vicki Aznaran attempted to escape from the physical control of CST
28 and others. The AZNARANS admit that she escaped from the physical

1 control of the Scientology organization on or about April 9, 1987.
2 The AZNARANS deny the remainder of the averments in paragraph 8.

3 9. The AZNARANS admit that on or about April 9, 1987,
4 Vicki Aznaran and Richard Aznaran were restrained in a hotel room
5 by agents for CST and others, and were not permitted to leave
6 until they had signed numerous purported "sworn statements" for
7 and "agreements" with CST and others. The AZNARANS admit that
8 they desired to terminate their affiliation with the Scientology
9 organization at this time and that they also sought to avoid being
10 declared "fair game" by the Scientology organization. The
11 AZNARANS deny the remainder of the averments in paragraph 9.

12 10. The AZNARANS admit that their horse was purchased
13 from them by defendant Church of Scientology International for
14 approximately \$1,500.00. The AZNARANS deny the remainder of the
15 averments in paragraph 10.

16 11. The AZNARANS admit that at or around April 9, 1987
17 they signed numerous purported "sworn statements" for and "agree-
18 ments" with CST and others. The AZNARANS lack knowledge or
19 information sufficient to form a belief as to the truth of the
20 remainder of the averments in paragraph 11, and on that ground
21 deny those averments.

22 12. The AZNARANS admit that in or about April 9, 1987,
23 Vicki Aznaran signed numerous purported "sworn statements" for and
24 "agreements" with CST and others. The AZNARANS admit that they
25 signed these purported "sworn statements" and "agreements" in
26 order to terminate their affiliation with CST and others without
27 being declared "fair game". The AZNARANS also admit that Vicki
28 Aznaran had been previously advised by Scientology counsel John

1 Peterson that documents identical or similar to these purported
2 "sworn statements" and "agreements" were invalid and unenforce-
3 able. The AZNARANS lack knowledge or information sufficient to
4 form a belief as to the truth of the remainder of the averment
5 and, on that ground, deny those averments.

6 13. The AZNARANS admit that in or about April 9, 1987,
7 Richard Aznaran signed numerous purported "sworn statements" for
8 and "agreements" with CST and others. The AZNARANS admit that
9 they signed these purported "sworn statements" and "agreements" in
10 order to terminate their affiliation with CST and others without
11 being declared "fair game". The AZNARANS also admit that Vicki
12 Aznaran had been previously advised by Scientology counsel John
13 Peterson that documents identical or similar to these purported
14 "sworn statements" and "agreements" were invalid and unenforce-
15 able. The AZNARANS lack knowledge or information sufficient to
16 form a belief as to the truth of the remainder of the averments
17 and, on that ground, deny those averments.

18 14. The AZNARANS deny each and every averment of
19 paragraph 14.

20 15. The AZNARANS deny each and every averment of
21 paragraph 15.

22 16. The AZNARANS deny each and every averment of
23 paragraph 16.

24 17. The AZNARANS admit that in or about April 1987, the
25 AZNARANS departed California and went to Dallas, Texas. The
26 AZNARANS admit that attorneys retained by CST and others provided
27 Richard Aznaran with statements concerning investigative work
28 performed by him under the supervision of said attorneys. The

1 AZNARANS admit that said statements were used by Richard Aznaran
2 in his application to the State of Texas for a private investiga-
3 tor license. The AZNARANS deny the remainder of the averments in
4 paragraph 17.

5 18. The AZNARANS, refer to their response to the
6 allegations of paragraph 1 through 17, inclusive, of the counter-
7 claim and incorporate the same herein by said reference as though
8 fully set forth at length.

9 19. The AZNARANS deny each and every averment of
10 paragraph 19.

11 20. The AZNARANS admit that they filed the instant
12 lawsuit against CST and other defendants. The AZNARANS deny the
13 remainder of the averments in paragraph 20.

14 21. The AZNARANS deny each and every averment of
15 paragraph 21.

16 22. The AZNARANS refer to their responses to the
17 allegations of paragraphs 1 to 17 and 19 to 21, inclusive, and
18 incorporates the same herein by said reference as though fully set
19 forth at length.

20 23. The AZNARANS admit that they have met with certain
21 individuals to discuss their experiences with CST and other
22 Scientology entities with these individuals. The AZNARANS deny
23 the remainder of the averments in paragraph 23.

24 24. The AZNARANS admit that they have discussed their
25 experiences in the Scientology organization with Joseph A. Yanny,
26 Jerold Fagelbaum, Welkos, Sappell, Bent Corydon, and agents of the
27 Internal Revenue Service. Counterdefendants lack knowledge or
28 information sufficient to form a belief as to the truth of the

1 remaining averments contained in paragraph 24 and on that basis
2 deny each of those averments.

3 25. The AZNARANS deny each and every averment of
4 paragraph 25.

5 26. The AZNARANS admit that they were interviewed by
6 Los Angeles Times reporters Welkos and Sappell about their experi-
7 ences with CST and the Scientology organization. The AZNARANS
8 admit that the session was tape recorded by them and by the
9 reporters. The AZNARANS also admit that the interview lasted over
10 10 hours. The AZNARANS deny the remainder of the averments in
11 paragraph 26.

12 27. The AZNARANS admit that in 1988, the Aznarans met
13 with Corydon and discussed certain of their experiences with CST
14 and the Scientology organization with him. The AZNARANS lack
15 knowledge or information sufficient to form a belief as to the
16 truth of the remaining averments contained in paragraph 27 and on
17 that ground, denies each of these averments.

18 28. The AZNARANS admit that they met with attorney
19 Jerold Fagelbaum, and discussed certain of their experiences with
20 CST and the Scientology organization with him. The AZNARANS lack
21 knowledge or information sufficient to form a belief as to the
22 truth of the remainder of the averments and, on that ground,
23 denies those averments.

24 29. The AZNARANS admit that they were subpoenaed by
25 agents of the IRS, and were interviewed concerning certain of
26 their experiences with CST and the Scientology organization. The
27 AZNARANS deny the remainder of the averments in paragraph 29.

1 30. The AZNARANS deny each and every averment of
2 paragraph 30.

3 31. The AZNARANS deny each and every averment of
4 paragraph 31.

5 FIRST AFFIRMATIVE DEFENSE

6 32. The Counterclaim and each and every cause of action
7 stated therein fails to state any claim upon which relief may be
8 granted.

9 SECOND AFFIRMATIVE DEFENSE

10 33. CST's claims as stated in each and every cause of
11 action are barred by the equitable Doctrine of Laches, in that CST
12 has delayed an unreasonable time in seeking relief.

13 THIRD AFFIRMATIVE DEFENSE

14 34. In the course of the relationship between the
15 AZNARANS and CST and other Scientology entities, said Scientology
16 entities have sought to, and have wrongfully inflicted physical
17 and psychological injury on the AZNARANS. Such wrongful conduct
18 includes but is not limited to forced detention and confinement in
19 barbaric conditions; intentional deprivation of required food,
20 sleep and medical services; forceably causing the AZNARANS to work
21 long hours at hard labor in excess of 40 hours a week and eight
22 hours a day without compensation; and threatening the AZNARANS
23 with physical, emotional and economic injury in the event the
24 AZNARANS chose to seek legal redress for the wrongs they have
25 suffered.

26 35. As a consequence thereof, CST's claim for any
27 equitable relief demanded herein is barred by the Doctrine of
28 Unclean hands.

1 FOURTH AFFIRMATIVE DEFENSE

2 36. CST's claims in this action are barred by the
3 applicable statute of limitation, including, but not limited to
4 those found in California Code of Civil Procedure §§338 and 339.

5 FIFTH AFFIRMATIVE DEFENSE

6 37. The various purported "agreements" and "sworn
7 statements" signed on or about April 19, 1987 by the AZNARANS were
8 executed in order to escape from the control of the Scientology
9 organization. Said documents were also executed in order to avoid
10 physical, emotional and economic injury under the Scientology
11 organizations "fair game" doctrine. This policy directs that any
12 individual or employee who expresses a lack of loyalty to the
13 Scientology organization is open to any form of harassment,
14 economic ruin, or subject to any covert plan designed to cause
15 emotional or physical harm, and/or financial ruin.

16 38. As a consequence, thereof, the various documents
17 signed by the AZNARANS on or about April 9, 1987 are invalid and
18 unenforceable under the doctrines of fraud and duress. All claims
19 founded in purported reliance on these documents are void.

20 SIXTH AFFIRMATIVE DEFENSE

21 39. CST has waived all right, if any it ever had, to
22 any and all recovery sought by the Counterclaim.

23 SEVENTH AFFIRMATIVE DEFENSE

24 40. CST, after discovery of all the facts which alleg-
25 edly constituted the AZNARANS' wrongful activity, made ratifica-
26 tion thereof by its conduct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EIGHTH AFFIRMATIVE DEFENSE

41. Any injuries allegedly suffered by CST herein were proximately caused, or contributed to, by the negligence, other wrongful conduct, or omission of CST and other persons or entities, whether or not currently named as parties in the within action and that said actionable conduct or omission reduces CST's right of recovery against the AZNARANS under the doctrine of comparative negligence.

NINTH AFFIRMATIVE DEFENSE

42. The AZNARANS replead the allegations contained in paragraphs 1 to 85 of their Complaint.

43. The AZNARANS are informed and believe and thereon allege that any duties owed to CST were subservient to the duties the AZNARANS owed to themselves, third parties and society.

TENTH AFFIRMATIVE DEFENSE

44. The various purported "agreements" and "sworn statements" signed on or about April 9, 1987 by the AZNARANS were executed with the knowledge that John Peterson, former counsel to the Scientology organization, had previously advised Vicki Aznaran that similar or identical agreements were void or otherwise unenforceable.

45. As a consequence, thereof, CST is estopped from asserting all claims founded on these purported documents. Further, any such releases are unenforceable on grounds of fraud, duress or mistake.

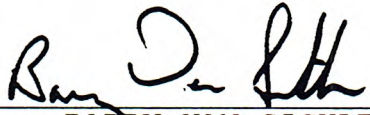
1 WHEREFORE, The AZNARANS and each of them, pray as
2 follows:

- 3 1. That CST take nothing by its Counterclaim;
4 2. For The AZNARANS costs of suit incurred herein; and
5 3. For such other and further relief as may be just
6 and proper under the circumstances.

7 DATED: October 12, 1988.

8 Respectfully Submitted,
9 RICHARD N. AZNARAN
 VICKI J. AZNARAN
 IN PRO PER

10 CUMMINS & WHITE
11 BARRY VAN SICKLE

12 By: 
13 _____
14 BARRY VAN SICKLE,
15 Attorney of Record and Specially
16 Appearing for the
17 Purpose of Answering the
18 Counterclaim
19
20
21
22
23
24
25
26
27
28

1 PROOF OF SERVICE BY MAIL

2 I, Catalina Jauregui, declare:

3 I am employed in the County of Los Angeles, State of
4 California. I am over the age of 18 and not a party to the within
5 action. My business address is 1600 Wilshire Boulevard, Suite
6 300, Los Angeles, California 90017-1695.

7 On October 12, 1988, I deposited a document entitled
8 ANSWER TO COUNTERCLAIM OF CHURCH OF SPIRITUAL TECHNOLOGY in a
9 United States Mail bag. I am familiar with the business practice
10 for collection and processing of correspondence for mailing with
11 the United States Postal Service, and the correspondence would be
12 deposited with the United States Postal Service that same day in
13 the ordinary course of business. The document was addressed to
14 concerned parties in this action and a true copy thereof was
15 enclosed in a sealed envelope with postage thereon fully prepaid,
16 addressed as follows:

17 See attached service list.

18 The envelope was sealed and placed for collection and
19 mailing on the date set forth above following ordinary business
20 practices.

21 (Federal) I declare that I am employed in the office of
22 a member of the bar of this court at whose direction the service
23 was made.

24 Executed on October 12, 1988, at Los Angeles,
25 California.

26
27 Catalina Jauregui

AZNARAN v. SCIENTOLOGY

Service List

1
2
3
4 Howard L. Weitzman, P.C.
5 William T. Drescher
6 Wyman, Bautzer, Kuchel & Silbert
7 Two Century Plaza, 14th Floor
8 2049 Century Park East
9 Los Angeles, California 90067

10
11 Earle C. Cooley
12 Cooley, Manion, Moore & Jones, P.C.
13 530 Atlantic Avenue
14 Boston, Massachusetts 02210

15
16 Kendrick L. Moxon
17 Bowles & Moxon
18 6255 Sunset Boulevard, Suite 2000
19 Hollywood, California 90028

20
21 Eric Lieberman
22 Rabinowitz, Boudin, Standard,
23 Krinsky & Lieberman, P.C.
24 740 Broadway at Astor Place
25 New York, New York 10003

26
27 Michael L. Hertzberg
28 275 Madison Avenue
New York, New York 10016

Lawrence E. Heller
Lenske, Lenske & Heller
6400 Canoga Avenue, Suite 315
Woodland Hills, California 91367